## **BEFORE**

## THE PUBLIC SERVICE COMMISSION OF

## **SOUTH CAROLINA**

## **DOCKET NO. 2007-229-E**

IN RE:	
Application of South Carolina Electric &	EXPLANATORY BRIEF AND MOTION
Gas Company for Adjustments and	FOR SETTLEMENT HEARING AND
Increases in the Company's Electric Rate	ADOPTION OF SETTLEMENT
Schedules and Tariffs	AGREEMENT
	)

The South Carolina Office of Regulatory Staff ("ORS") with support of the parties in this docket (collectively "the Parties") pursuant to 26 S.C. Code Ann. Regs. 103-829 (S.C. Reg. Vol. 31, Issue 4, April 27, 2007), the Settlement Policies and Procedures of the Public Service Commission of South Carolina ("the Commission") revised June 13, 2006, and other applicable statutes, rules and regulations, hereby file this Explanatory Brief and Motion to establish a settlement hearing in the above-captioned proceeding and for approval of the settlement agreement filed herewith. In support of this Motion, ORS states as follows:

- 1. On June 15, 2007, South Carolina Electric & Gas ("SCE&G") filed an Application seeking an adjustment and increases in its electric schedules and tariffs. Pursuant to S.C. Code Ann. Section 58-4-10(B), ORS is a party of record in this proceeding.
- 2. Following ORS's audit of SCE&G and extensive discussions concerning the above-captioned proceeding, SCE&G and the other Parties have determined that their interests, and ORS has determined that the public interest, would best be served by stipulating to a comprehensive settlement of all issues pending in the above-captioned proceeding. The agreement detailing the terms and conditions of the settlement is provided herewith as

Attachment "A". The basis and rationale for the settlement is set forth in the proposed

settlement testimonies of Mr. Jimmy E. Addison, Ms. Sharon G. Scott, A. Randy Watts and

David Beard, copies of which are attached to Attachment "A".

3. Currently, the hearing in this matter is scheduled for October 31, 2007. In order

to present the merits of the settlement agreement to the Commission, the ORS moves that the

Commission commence a settlement hearing on October 31, 2007.

4. ORS submits that the settlement agreement produces rates that are just and

reasonable and move its approval as being in the public interest.

WHEREFORE, having fully set forth this Explanatory Brief and Motion, ORS requests

that the Commission 1) permit presentation of the merits of the settlement agreement on October

31, 2007, and 2) issue an order approving the settlement agreement as just, fair and reasonable.

Nanette S. Edwards, Esquire

Shannon Bowyer Hudson, Esquire

South Carolina Office of Regulatory Staff

1441 Main Street, Suite 300

Columbia, SC 29201

Phone: (803) 737-0575

(803) 737-0889

Fax:

(803) 737-0895

E-mail: nsedwar@regstaff.sc.gov

shudson@regstaff.sc.gov

2

## **BEFORE**

# THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

## **DOCKET NO. 2007-229-E**

## October 24, 2007

IN RE:	Application of South Carolina Electric	)	
	& Gas Company for Adjustments and	)	SETTLEMENT AGREEMENT
	Increases in the Company's Electric	)	
	Rate Schedules and Tariffs	)	
		)	

This Settlement Agreement ("Settlement Agreement") is made by and between the South Carolina Office of Regulatory Staff ("ORS"), Frank Knapp, Jr., the Federal Executive Agencies ("FEA"), Wal-Mart Stores East, LP ("Wal-Mart"), the Kroger Company ("Kroger"), the South Carolina Energy Users Committee ("SCEUC") and South Carolina Electric & Gas Company ("SCE&G" or "the Company") (collectively referred to as the "Parties" or sometimes individually as "Party").

WHEREAS, the Company has prepared and filed an Application seeking an adjustment of its rates and charges and modifications to certain terms and conditions set out in its rate schedules for the provision of electric service;

WHEREAS, the above-captioned proceeding has been established by the Public Service Commission of South Carolina ("the Commission") pursuant to the procedure established in S.C. Code Ann. § 58-27-810 *et seq.* (Supp. 2006), and the Parties to this Settlement Agreement are the parties of record in the above-captioned docket;

WHEREAS, ORS has conducted an extensive audit of the books and records of the Company relative to the matters raised in the Application; to test-period revenues and expenses; to rate base, depreciation, and capital expenditures; to taxes paid by the Company; and to other relevant accounting matters;

WHEREAS, ORS also has reviewed all accounting adjustments proposed by the Company in the Application, as well as the Company's cost of service study and rate design, and information related to the Company's operations and customer service;

WHEREAS, other Parties have also reviewed similar information about these matters; WHEREAS, the Parties have varying positions regarding the issues in this case;

WHEREAS, the Parties have engaged in discussions to determine if a settlement of the issues would be in their best interests and in the case of ORS, in the public interest; and,

WHEREAS, following those discussions the Parties have determined that their interests, and ORS has determined that the public interest, would be best served by stipulating to a comprehensive settlement of all issues pending in the above-captioned case under the terms and conditions set forth herein;

NOW, THEREFORE, the Parties hereby stipulate and agree to the following terms, which, if adopted by the Commission in its Order on the merits of this proceeding, will result in rates and terms and conditions of electric service which are lawful, just, reasonable, and supported by the evidence of record of this proceeding, and which will allow the Company the opportunity to earn a reasonable rate of return.

1) The Parties agree to stipulate into the record before the Commission this Settlement Agreement. The Parties further agree to stipulate into the record the pre-filed direct exhibits, if any, and testimony of Kevin B. Marsh, Stephen A. Byrne, Julie M. Cannell, Jimmy E. Addison, James E. Swan, IV, John R. Hendrix, and Settlement Testimony of Mr. Jimmy Addison, Sharon G. Scott, A. Randy Watts and David Beard without objection, change,

amendment, or cross-examination with the exception that the Parties agree that the changes set forth in the errata sheet attached hereto as Appendix A should be made to that testimony.

- 2) In its application the Company sought a rate of return of 11.75% on common equity ("ROE"). The Company's position is that the ROE established in this case will be evaluated by investors and financial markets in light of the Company's announced plans to construct new nuclear capacity and therefore should reflect additional risks related thereto.
- ORS and the other parties of record have not confirmed that SCE&G has made binding commitments to a nuclear construction program and as such any additional risks related to nuclear construction are not properly included in rates established in this proceeding. Therefore, ORS and the other parties of record do not support the Company's proposed ROE of 11.75%. Further the parties to the proceedings do not concede that an ROE of 11.75% is necessary for the construction of a nuclear plant.
- 4) The Parties stipulate and agree that in recognition of the Company's base load plans and its current cost of equity capital, it is just and reasonable that the order in this proceeding establish an ROE of 11% to be the allowed ROE for SCE&G. This agreement does not limit any parties' right to seek relief under the provisions of the Base Load Review Act. See Article 4, Chapter 33, Title 58 of the 1976 Code. Further, the Parties have agreed that the rates to be established in this proceeding will be calculated to provide a total retail electric revenue increase to the Company on a pro-forma test-year basis of \$76.9 million.
- 5) The Parties stipulate and agree that rates calculated to generate a \$76.9 million revenue increase would have resulted in an ROE of 10.7% during the test period. In the interest of compromise and settlement, the Company agrees to accept the risk of any resulting revenue deficit until such time as a new rate application is filed or the Commission otherwise issues a new order lawfully revising SCE&G's rates or ROE.

- 6) The Parties stipulate and agree that the rate schedules contained in Appendix B, including the terms and conditions of service, are lawful, just and reasonable. The Parties further stipulate and agree that the rates contained in said rate schedules are designed to allow the Company the opportunity to earn a reasonable return on its investment.
- 7) In its Application, the Company requested an increase in annual revenues of \$118 million. As a compromise to their respective positions, the Parties stipulate and agree to an increase in annual revenues of \$76.9 million, said increase to be based upon the accounting adjustments reflected in the exhibits to the testimony of ORS witness Sharon G. Scott. That increase shall be allocated among customer classes as follows:

<b>Customer Class</b>	Revenue Increase (millions)
Residential	\$42.2
Small General Service	\$11.9
Medium General Service	\$8.4
Large General Service	\$12.1
Lighting	\$2.3

8) For purposes of this Settlement and in recognition of the mutual compromises contained herein, the Parties further stipulate and agree that the stipulated testimony of record, the Application, and this Settlement Agreement conclusively demonstrate the following: (i) for purposes of this Settlement Agreement the proposed accounting and pro forma adjustments and depreciation rates shown on the attachments to the testimony of Sharon G. Scott are fair and reasonable and should be adopted by the Commission for ratemaking and reporting purposes; (ii) rates calculated to create a rate increase of \$76.9 million on an adjusted test-year basis are lawful, just, and reasonable when considered as a part of this stipulation and settlement

agreement in its entirety; (iii) an ROE of 11% is the appropriate ROE given the current status of the Company's base load plans and the financial markets at this time; (iv) the Company's services are adequate and are being provided in accordance with the requirements set out in the Commission's rules and regulations pertaining to the provision of electric service; and (v) the Company's rates as proposed in this Settlement Agreement are designed to equitably and reasonably recover the revenue requirement and are just and reasonable and should be adopted by the Commission for service rendered by the Company on and after January 1, 2008.

- Additionally, in its Application at paragraph 11 page 5, the Company requested that the Commission grant SCE&G an extension of time until December 31, 2015, of the period over which it would be able to apply the accelerated capital recovery mechanism to its Cope Generating Station that was approved by the Commission in Docket No. 1999-386-E, Order No. 1999-665. This mechanism allows the Company to book accelerated depreciation to Cope Generating Station in cases where the Company determines that revenue and expense levels warrant. This mechanism would have expired on December 31, 2002 had it not been extended by the Commission in Order No. 2003-38 until December 31, 2005. This mechanism was extended in Order No. 2005-2 in Docket No. 2004-178-E until December 31, 2010. The Parties stipulate and agree that the Commission should extend the current deadline for the mechanism as set forth in Order No. 2005-2 until December 31, 2015.
- ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2006). S.C. Code § 58-4-10(B)(1) through (3) reads in part as follows:
  - ... 'public interest' means a balancing of the following:
  - (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
  - (2) economic development and job attraction and retention in South Carolina; and
  - (3) preservation of the financial integrity of the State's public utilities and continued investment in and maintenance of

utility facilities so as to provide reliable and high quality utility services.

ORS believes this Settlement Agreement reached among the Parties serves the public interest as defined above.

- 11) The Parties agree to advocate that the Commission accept and approve this Settlement Agreement in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and to take no action inconsistent with its adoption by the Commission. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Settlement Agreement and the terms and conditions contained herein.
- 12) The Parties agree that signing this Settlement Agreement (a) will not constrain, inhibit, impair, or prejudice their arguments or positions held in future or collateral proceedings, (b) will not constitute a precedent or evidence of acceptable practice in future proceedings, and (c) will not limit the relief, rates, recovery or rates of return that any Party may seek or advocate in any future proceeding. If the Commission declines to approve the Settlement Agreement in its entirety, then any Party desiring to do so may withdraw from the Settlement Agreement without penalty or obligation.
  - 13) This Settlement Agreement shall be interpreted according to South Carolina law.
- 14) The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Settlement Agreement by affixing its signature or by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-

mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement. The Parties agree that in the event any Party should fail to indicate its consent to this Settlement Agreement and the terms contained herein, then this Settlement Agreement shall be null and void and will not be binding on any Party.

[PARTY SIGNATURES TO FOLLOW ON SEPARATE PAGES]

## Representing the South Carolina Office of Regulatory Staff

Nanette S. Edwards, Esquire

Shannon Bowyer Hudson, Esquire

Office of Regulatory Staff

Post Office Box 11263

1441 Main Street (Suite 300)

Columbia, SC 29211

Phone: (803) 737-0575

(803) 737-0889

Fax: (803) 737-0895

Email: nsedwar@regstaff.sc.gov

shudson@regstaff.sc.gov

Intervenor Frank Knapp, Jr., Pro Se

Frank Knapp, **Í**r.

1717 Gervais Street Columbia, SC 29201

Phone: (803) 781-6256

## Representing the Federal Executive Agencies

Audrey Van Dyke, Esquire Dr. Khojastek "Kay" Davoodi

Department of Navy

Litigation Office

720 Kennon St., SE

Building 36, Room 136

Washington Navy Yard, DC 20374

Phone: (202) 685-1931 Fax: (202) 433-2591

Email: audrey.vandyke@navy.mil

## INTENTIONALLY LEFT BLANK

Representing Wal-Mart Stores East, LP

J. David Black, Esquire

Nexsen Pruet Adams Kleemeier, LLC

P.O. Drawer 2426 Columbia, SC 29201 Phone: (803) 540-2072 Fax: (803) 253-8277

Email: DBlack@nexsenpruet.com

Eric J. Krathwohl, Esquire

Rich May, P.C.

176 Federal Street, 6th Floor

Boston, MA 02110 Phone: (617) 556-3857

Fax: (617) 556-3890

Representing the Kroger Company

Kurt J. Boehm, Esquire

Michael L. Kurtz, Esquire

Boehm, Kurtz & Lowry

36 East Seventh Street, Suite 1510

Cincinnati, OH 45202

Phone: (513) 421-2255 Fax: (513) 421-2764

Email: kboehm@BKLlawfirm.com

**↓**∴.⁻

Representing South Carolina Energy Users Committee

Scott Elliott, Esquire

Elliott & Elliott, P.A.

721 Olive Street

Columbia, SC 29205 Phone: (803) 771-0555 Fax: (803) 771-8010

Email: selliott@elliottlaw.us

## Representing South Carolina Electric & Gas Company

Catherine D. Taylor, Esquire K. Chad Burgess, Esquire

South Carolina Electric & Gas Company

1426 Main Street, Mail Code 130 Columbia, South Carolina 29201

Phone: (803) 217-8141 Fax: (803) 217-7931 Email: cdtaylor@scana.com

chad.burgess@scana.com

Mitchell Willoughby, Esquire Willoughby & Hoefer, P.A.

Post Office Box 8416 1022 Calhoun Street, Suite 302 Columbia, SC 29202-8416

Phone: (803) 252-3300 Fax: (803) 256-8062

Email: mwilloughby@willoughbyhoefer.com

Belton T. Zeigler, Esquire

Haynsworth Sinkler Boyd, P.A.

Post Office Box 11889 1201 Main Street, 22<sup>nd</sup> Floor Columbia, South Carolina 29211-1889

Phone: (803) 779-3080 Fax: (803) 765-1243

Email: beltonzeigler@hsblawfirm.com

## INTENTIONALLY LEFT BLANK

## PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA DOCKET NO. 2007-229-E SETTLEMENT AGREEMENT Appendix A

## ERRATA SHEET FOR PREFILED DIRECT TESTIMONY

## Prefiled Direct Testimony of Mr. Kevin B. Marsh:

On page 10, line 4 of the direct testimony of Mr. Marsh, \$18 million should be amended to state \$7.9 million:

## Prefiled Direct Testimony of Mr. Stephen A. Byrne:

On page 13 of the direct testimony of Mr. Byrne, the dollars amounts set forth in the bar graph should be amended to state \$4.40, rather than \$0.44; \$25.50, rather than \$2.55; and \$60.80, rather than \$6.08.

## Prefiled Direct Testimony of Mr. James E. Swan, IV:

On page 16, line 8 of the direct testimony of Mr. Swan, 18 should be amended to state 17;

On page 16, line 9, 17 should be amended to state 16; and

On page 16, line 10, 18 should be amended to state 17.

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 1 (RGC)

RESIDENTIAL SERVICE GOOD CENTS RATE

#### **AVAILABILITY**

#### Effective January 15, 1996 this schedule is closed and not available to any new structure.

This rate is available to customers who meet the Company's Good Cents requirements and use the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residence and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CERTIFICATION REQUIREMENTS**

Prior to construction, the customer or prospective customer must contact the Company to ascertain the requirements of the Good Cents Program and to arrange for on-site inspections for compliance.

The dwelling unit must be certified by the Company to meet or exceed the Company's Good Cents Program requirements in force at the time of application in order to qualify for service under this rate schedule.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

	(Bill	<b>ummer</b> ing Months ·September)	(Bi	<b>Winter</b> lling Months tober-May)
Basic Facilities Charge:	\$	8.00_	\$	8.00
Plus Energy Charge:				
First 800 Kwhrs. @	\$	0.09467 per Kwhr.	\$	0.09467 per Kwhr.
Excess over 800 Kwhrs. @	\$	0.10414 per Kwhr.	\$	0.09088 per Kwhr.

## MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

#### ADJUSTMENT FOR FUEL COST

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when customer pays the difference in costs between non-standard service and standard service or pays the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 2 of 44

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

#### RATE 2

#### LOW USE RESIDENTIAL SERVICE

#### **AVAILABILITY**

This rate is available to customers that meet the special conditions listed below, and are served by the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### SPECIAL CONDITIONS OF SERVICE

- 1) This rate schedule is available to those accounts where the consumption has not exceeded 400 Kwhrs, for each of the twelve billing months preceding the billing month service is to be initially billed under this rate schedule. The customer must have occupied the dwelling unit for the entire time necessary to determine eligibility under this rate schedule.
- 2) Consumption during a billing period of more than 30 days, used to determine eligibility under this rate schedule, shall be adjusted to a 30 day billing period by application of a fraction, the numerator of which shall be 30 and the denominator of which shall be the actual number of days in the billing period.
- 3) The second billing month within a twelve billing month period that consumption under this rate schedule exceeds 400 Kwhrs. will terminate eligibility under this rate schedule.
- 4) Service will be billed under the previous rate schedule the next twelve billing periods before the customer will again be eligible for the Low Use Rate.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### RATE PER MONTH

Basic Facilities Charge:	\$ 8.00	
Plus Energy Charge:		
All Kwhrs. @	\$ 0.07068	per Kwhr.

### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 3 of 44

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

## RATE 3 (M)

MUNICIPAL POWER SERVICE

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for power purposes including, but not restricted to public buildings and pumping stations. It is not available for resale or standby service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

Basic Facilities Charge:	\$ 16.50	-
Plus Energy Charge:		
Summer Billing Months (June-September) All Kwhrs. @	\$ 0.08285	per Kwhr
Winter Billing Months (October-May) All Kwhrs. @.	\$ 0.08285	- _per Kwhr

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

### SPECIAL PROVISIONS

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no conditions will the Company allow the service to be resold to or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years. Contracts shall be written for a period of not less than ten (10) years.

#### **GENERAL TERMS AND CONDITIONS**

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

ELECTRICITY

#### RATE 5

RESIDENTIAL SERVICE TIME OF USE

#### **AVAILABILITY**

This rate is available on a voluntary basis to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multifamily residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### RATE PER MONTH

#### I. Summer Months of June-September

A. Basic Facilities Charg	e:	\$ 12.00	
B. Energy Charge:		 	•
All on-peak	Kwhrs.@	\$ 0.21931	per Kwhr.
All off-peak	Kwhrs.@	\$ 0.07315	per Kwhr.
C Minimum Bill:		 	• •

The monthly minimum charge shall be the basic facilities charge

#### II. Winter Months of October-May

A. Basic Facilities Charge:	\$ 12.00	
B. Energy Charge:		•
All on-peak Kwhrs.@	\$ 0.20626	per Kwhr.
All off-peak Kwhrs.@	\$ 0.07315	per Kwhr.
C Minimum Bill:		•

C. Minimum Bill:

The monthly minimum charge shall be the basic facilities charge

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m.-7:00 p.m., Monday-Friday, excluding holidays.\*

Winter Months of October-May:

The on-peak winter hours are defined as the hours between 7:00 a.m.-12:00 noon, Monday-Friday, excluding holidays.\*

## B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and to obtain any other data necessary to determine the customer's load characteristics.

The Company's levelized payment plans are not available to customers served under this rate schedule.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 5 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE (Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

The builder or homeowner must provide the following:

- 1) For new homes only Proof that home meets the Council of American Building Officials Model Energy Code.
- 2) Receipts showing the purchase and installation of a new AC unit that meets the requirements as shown below.
- 3) A certificate issued by an installer showing a wall total cavity R value of 15 (R-15).
- 4) Certification from builder stating that requirements have been met.

The Company may perform an on-site audit to verify that customer meets availability requirements as stated herein.

#### THERMAL AND AIR CONDITIONING REQUIREMENTS FOR ENERGY CONSERVATION

The following requirements are predicated on the Council of American Building Officials Model Energy Code and subject to change with a change in the Council of American Building Officials Model Energy Code. Sufficient application of thermal control products and specified air conditioning requirements must be met to satisfy the minimum standards outlined below:

Ceilings: Ceilings of newly constructed homes shall be insulated with a total "as installed" thermal resistance (R) value of 30 (R-30).

Ceilings of manufactured housing shall be insulated with a thermal resistance (R) value of 30 (R-30).

Ceilings of existing housing shall be insulated with a total "as installed" thermal resistance (R) value of 38 (R-38).

**Lighting:** Recessed ceiling lights shall be sealed.

Walls: Walls exposed to the full temperature differential (TD), or unconditioned areas, shall have a total cavity R value of 15 (R-15).

\*This is not a requirement for existing housing.

Floors: Floors over crawl space or crawl space walls shall have insulation installed having a total R value of 19 (R-19).

100% of the exposed earth in a crawl space shall be covered with a vapor barrier of no less than (4) mills.

Windows: Windows shall be insulated (double) glass or have storm windows.

**Doors:** Doors exposed to full TD areas must be weather-stripped on all sides and of solid construction.

Ducts: Air ducts located outside of conditioned space must have: 1) all joints properly fastened and sealed, and, 2) the duct shall have a

minimum installed insulation R-value of 6.0. All joints in ductwork outside of the conditioned space must be permanently sealed with the application of duct sealant. Transverse joints, take-offs, transitions, supply/return connections to the air handler, boot

connections to the floor/ceiling/wall, and framed-in and panned passages must be made airtight with duct sealant.

Attic Vent: Attic ventilation must be a minimum of one square foot of net free area for each 150 square feet attic floor area.

Water Heaters: Electric water heaters must have insulation surrounding the tank with minimum total R value of 8 (R-8).

Air Condition: All air conditioners must have a SEER rating of 1.5 SEER higher than the rating shown in the Council of American Building Officials

Model Energy Code or 12 SEER or any federal or state mandated energy codes, whichever is higher.

Other: Chimney flues and fireplaces must have tight fitting dampers.

\*Insulation thermal resistance values are shown for insulation only, framing corrections will not be considered.

The "as installed" thermal resistance (R) value for all loose fill or blowing type insulation materials must be verifiable either by installed density using multiple weighted samples, the manufacturer's certification methods, Federal Trade Commission's procedures or other methods specified by local governing agencies.

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE (Page 2 of 2)

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### RATE PER MONTH

		<u>Summer</u> (Billing Month June-September)		Winter (Billing Month October-May)	
Basic Facilities C	Charge:	\$	8.00	\$	8.00
Plus Energy Cha	irge:				
First	800 Kwhrs. @	\$	0.09467 per Kwhr.	\$	0.09467 per Kwhr.
Excess over	800 Kwhrs. @	\$	0.10414 per Kwhr.	\$	0.09088 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 7 of 44

**ELECTRICITY** 

RESIDENTIAL SERVICE TIME-OF-USE DEMAND

#### RATE 7

#### **AVAILABILITY**

This rate is available on a voluntary basis to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartments structures or other multifamily residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total or more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### RATE PER MONTH

I. Basic Facilities Charge:	\$ 12.00	_
II. Demand Charge:		
A. On-Peak Billing Demand		
Summer Months of June-September @	\$ 10.25	per KW
Non-Summer Months of October-May @	\$ 6.44	per KW
III. Energy Charge:		
All on-peak Kwhrs.@	\$ 0.06597	per Kwhr.
All off-peak Kwhrs.@	\$ 0.05074	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

#### **BILLING DEMAND**

The maximum integrated fifteen minute demand for the current month occurring during the on-peak hours specified below. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m.-7:00 p.m., Monday-Friday, excluding holidays.\*

Non-Summer Months of October-May:

The on-peak winter hours are defined as the hours between 7:00 a.m.-12:00 noon, Monday-Friday, excluding holidays.\*

#### B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and to obtain any other data necessary to determine the customer's load characteristics.

The Company's levelized payment plans are not available to customers served under this rate schedule.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 8 RESIDENTIAL SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### RATE PER MONTH

		(Billi	<u>Summer</u> (Billing Month June-September)		<u>Winter</u> (Billing Month October-May)	
Basic Facilities Char	rge:	\$	8.00		\$	8.00
Plus Energy Charge	<b>9</b> :					
First	800 Kwhrs. @	\$	0.09841	per Kwhr.	\$	0.09841 per Kwhr.
Excess over	800 Kwhrs. @	\$	0.10825	per Kwhr.	\$	0.09447 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 9 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

## RATE 9 GENERAL SERVICE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

	Summer	Winter	
	(Billing Months	(Billing Months	
	June-September)	October-May)	
Basic Facilities Charge:	\$ 16.50	\$ 16.50	
Demand Charge:	•		
First 250 KVA of Billing Demand	No Charge	No Charge	
Excess over 250 KVA of Billing Demand @	\$ 3.05 per KVA	No Charge	

The Billing Demand (to the nearest whole KVA) shall be the maximum integrated fifteen (15) minute demand measured during the billing months of June through September.

#### **Energy Charge:**

First 3,000 Kwhrs. @	\$ 0.09805	per Kwhr.	_\$	0.09805	per Kwhr.
Over 3,000 Kwhrs. @	\$ 0.10433	per Kwhr.		0.09109	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge and demand charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## ADJUSTMENT FOR FUEL COST

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **POWER FACTOR**

If the power factor of the Customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

#### **TEMPORARY SERVICE**

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

# Appendix B Page 10 of 44

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY

**ELECTRICITY** 

RATE 9 GENERAL SERVICE

(Page 2 of 2)

#### SPECIAL PROVISIONS

This rate is available for residential service where more than one dwelling unit is supplied through a single meter, provided service to such dwelling unit was established prior to July 1, 1980.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### UNMETERED SERVICE PROVISION

When customer's usage can be determined and in the sole opinion of the Company, installation of metering equipment is impractical or uneconomical, monthly Kwhrs. may be estimated by the Company and billed at the above rate per month, except that the basic facilities charge shall be \$5.25.

## **TERM OF CONTRACT**

Contracts for installation of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

## Appendix B Page 11 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

#### RATE 10

## SMALL CONSTRUCTION SERVICE

#### **AVAILABILITY**

This rate is available as a temporary service for builders using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general lighting and/or power purposes during construction. It is not available for resale or standby service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, two or three wire at Company's standard secondary service voltages of 240 volts or less.

#### RATE PER MONTH

 Basic Facilities Charge:
 \$ 8.00

 Plus Energy Charge:
 8 0.09841
 per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

If providing temporary service requires the Company to install transformers and other facilities which must be removed when temporary service is no longer required, then the customer may be required to pay the cost of installing and removing the Company's temporary facilities.

#### TERM OF CONTRACT

Contracts shall be written for a period of time commencing with establishment of service and ending when construction is suitable for occupancy or one year, which is less. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

**ELECTRICITY** 

## RATE 11 IRRIGATION SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. It is not available for resale. This schedule is available for service furnished for the operation of electric motor driven pumps and equipment supplying water for the irrigation of farmlands and plant nurseries, and irrigation to provide adequate moisture for vegetative cover to control erosion and provide runoff. The pumping units served hereunder shall be used solely for the purpose of irrigation.

All motors of more than 5 H.P. shall be approved by the Company. The Company reserves the right to deny service to any motor which will be detrimental to the service of other customers. Upon request, customer may pay all cost associated with upgrading the system to the point at which starting the customer's motor will not degrade the service to the other customers.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

I. Summer Months of	June-September		
A. Basic Facilities Ch	arge:	\$ 20.15	
B. Energy Charge:			•
All on-pe	eak Kwhrs.@	\$ 0.17895	per Kwhr.
All shou	der Kwhrs.@	\$ 0.10451	per Kwhr.
All off-pe	eak Kwhrs.@	\$ 0.05870	per Kwhr.
II. Winter Months of O	ctober-May		
A. Basic Facilities Ch	arge:	\$ 20.15	
B. Energy Charge:			•
All Kwhr	s.@	\$ 0.05870	per Kwhr

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, except when the revenue produced by the customer does not sufficiently support the investment required to serve the load. The Company will determine in each case the amount and form of payment required to correct the revenue deficiency.

#### DETERMINATION OF ON-PEAK SHOULDER, AND OFF-PEAK HOURS

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m.-6:00 p.m., Monday-Friday, excluding holidays.\*

#### B. Shoulder Hours:

Summer Months of June-September:

The shoulder summer hours are defined as the hours between 10:00 a.m.-2:00 p.m. and 6:00 p.m.-10:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak or shoulder hours.

\*Holidays are Independence Day and Labor Day.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and obtain any other data necessary to determine the customer's load characteristics.

#### **TERM OF CONTRACT**

Contracts for installations shall be written for a period of not less than ten (10) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 13 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 12 (C) CHURCH SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to churches. It is not available for resale or standby service. It is only available to recognized churches.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

Basic Facilities Charge:	\$ 10.80	_
Plus Energy Charge:		
All Kwhrs. @	\$ 0.08318	per Kwhr

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a church offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

## Appendix B Page 14 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 13 (ML)

MUNICIPAL LIGHTING SERVICE

#### AVAILABILITY

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for lighting streets, highways, parks and other public areas, or other signal system service. It is not available for resale or standby service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

Basic Facilities Charge:	\$ 16.50	_
Plus Energy Charge:		
All Kwhrs. @	\$ 0.07780	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no circumstances will the Company allow the service to be resold or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years.

## **GENERAL TERMS AND CONDITIONS**

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

## RATE 14 FARM SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system on farms for producing but not processing agricultural, dairy, poultry and meat products.

Service shall not be supplied under this rate for establishments of a commercial nature such as stores, shops, stands, restaurants, service stations or any non-farm operations; nor for processing, distributing or selling farm or other products not originating through production on the premises served. Motors rated in excess of 20 H.P. will not be served on this rate. It is available for farm commercial operations including irrigation, grain elevators and crop drying for farm products produced on the premises served. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

			(Billi	ummer ing Months e-September)	(Bill	Winter ing Months ctober-May)
Basic Fa	cilities Cha	arge:	\$	8.00	\$	8.00
Plus Ene	rgy Charg	e:				
First	800	Kwhrs.@	\$	0.09841 per Kwhr.	\$	0.09841 per Kwhr.
Excess	ver 800	Kwhrs.@	\$	0.10825 per Kwhr.	\$	0.09447 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs Exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state and governmental body

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

### **GENERAL TERMS AND CONDITIONS**

**ELECTRICITY** 

## **RATE 15 (SS-1)**

#### SUPPLEMENTARY AND STANDBY SERVICE

## **AVAILABILITY**

Available to Small Power Producers and co-generators that are a Quality Facility as defined by the Federal Energy Regulatory Commission (FERC) Order No. 70 under Docket No. RM 79-54. This schedule is not available to Qualifying Facilities with a power production capacity greater than 100 KW.

#### SUPPLEMENTARY SERVICE

Supplementary service is defined herein as power supplied by the Company to a Qualifying Facility in addition to that which the Qualifying Facility generates itself. Supplementary service will be provided by the Company under a retail electric service schedule which the customer will establish in conjunction with the implementation of this Supplementary and Standby Service rate.

#### SUPPLEMENTARY SERVICE

- 1) Standby service under this schedule is defined herein as power supplied by the Company to a Qualifying Facility to replace energy ordinarily generated by a Qualifying Facility during a scheduled or unscheduled outage.
- 2) Standby service is available to customers establishing a firm demand which is billed under a retail electric service schedule of the Company. If no firm demand is established by the customer for the purpose of taking Supplementary power, then Standby service will be provided as Supplementary service and billed on the applicable retail electric service schedule.
- 3) Standby service is defined for each 15-minute interval as the minimum of: (1) the Standby contracted demand, and, (2) the difference between the measured load and the contracted firm demand, except that such difference shall not be less than zero.
- 4) Supplementary Service is defined as all power supplied by the Company not defined herein as Standby Service.
- 5) The Standby contract demand shall be limited to the power production capacity of the Qualifying Facility.

#### STANDBY SERVICE POWER RATE PER MONTH

Basic Facilities Charge	\$ 155.00
Demand Charge per KW of Contract Demand	\$ 4.49
Energy Charge:	
On-Peak KWH	\$ 0.04453
Off-Peak KWH	\$ 0.03394

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

- A. On-Peak Hours:
  - On-peak hours are defined to be 10:00 a.m. 10:00 p.m. for the months of June-September, excluding weekends.
- B. Off-Peak Hours:
  - All hours not defined as on-peak hours are considered to be off-peak.

## **POWER FACTOR**

The customer must maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company shall adjust the billing demand to a basis of 85% power factor.

#### LIMITING PROVISION

The Standby Service power rate will be available for 1325 annual hours of consumption beginning in May and ending in April, or for a prorated share thereof for customers who begin to receive service in months other than May. Accounts on this rate are subject to the following condition: Standby service will be available for a maximum of 120 On-Peak Hours.

If this account exceeds: (1) 1325 hours of Standby service annually, or (2) 120 on-peak hours of Standby service, the account will be billed on the rate normally applied to customer's Supplementary service load for the current billing month and the subsequent eleven months.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## PAYMENT TERMS

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The customer is responsible for all costs associated with interconnection to the Company's system for the purpose of obtaining Supplementary or Standby power.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than three (3) years.

## **GENERAL TERMS AND CONDITIONS**

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

# RATE 16 GENERAL SERVICE TIME-OF-USE

#### **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for power and light requirements and having an on-peak demand of less than 1,000 KW. The second billing month within a twelve billing month period that on-peak demand exceeds 1,000 KW will terminate eligibility under this rate schedule. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

## RATE PER MONTH

I. Basic Facilities Charge:	\$ 20.15
II. Energy Charge:	
A. On-Peak Kwhrs.	
1. Months of June-September	\$ 0.17895 per Kwhr.
2. Months of October-May	\$ 0.14101 per Kwhr.
B. Off-Peak Kwhrs.	
First 1,000 off-peak Kwhrs. @	\$ 0.07158 per Kwhr.
Excess over 1,000 off-peak Kwhrs. @	\$ 0.07616 per Kwhr.

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\* October-May:

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-10:00 a.m. and 6:00 p.m.-10:00 p.m. Monday-Friday, excluding holidays.\*

#### B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **POWER FACTOR**

If the power factor of the customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. Contracts for installations of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

RATE 17

## Appendix B Page 18 of 44

ELECTRICITY
MUNICIPAL
STREET LIGHTING

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's electric service for area and street lighting.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

		SIZE AND DESCRIPTION		Charges	Kwhrs.
			•	Month	per Month
7,500	Lumens	(Mercury) (175W) Closed Type	\$	9.30	72
15,000	Lumens	(HPS) (150W) Open Type	\$	8.21	63
15,000	Lumens	(HPS) (150W) Closed Type	\$	9.50	62
20,000	Lumens	(Mercury) (400W) Closed Type	\$	16.50	159
50,000	Lumens	(HPS) (400W) Closed Type	\$	16.62	164
The following fixtures are available for new installations only to maintain pattern sensitive areas:					
4,000	Lumens	(Mercury) (100W) Open Type (non-directional) (not available after January, 2008)	\$	7.90	41
7,500	Lumens	(Mercury) (175W) Open Type (non-directional) (not available after January, 2008)	\$	8.17	72
9,500	Lumens	(HPS) (100W) Open Type	\$	8.06	45
9,500	Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$	8.11	51
9,500	Lumens	(HPS) (100W) Closed Type	\$	9.50	45
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$	8.21	62
15,000	Lumens	(HPS) (150W) Closed Type - Retrofit	\$	9.50	62
10,000	Lumens	(Mercury) (250W) Closed Type	\$	13.29	92
27,500	Lumens	(HPS) (250W) Closed Type	\$	15.25	106
45,000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$	16.45	144

#### All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries	Lamp	Traditional Lamp Charges per Month		ern narges onth	Classic Lamp Charges per Month		Kwhrs. per Month
7,500 Lumens (Mercury)	(175W) \$	19.78	\$	19.78	\$	23.80	72
15,000 Lumens (HPS) (1	50W) \$	20.39	\$	20.39	\$	24.60	63
The following fixture is availab	ole for new installation	s only to maintain	pattern sens	itive areas:			
9,500 Lumens (HPS) (1	00W) Traditional \$	19.19					45
15,000 Lumens (HPS) (1	50W) - Retrofit \$	19.34	\$	20.39	\$	24.60	63

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

#### RATE 18

UNDERGROUND STREET LIGHTING

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers, including municipal customers, using the Company's electric service for street and area lighting served from existing underground distribution facilities.

#### **APPLICABILITY**

Applicable only to outdoor lighting with ballast operated vapor lamp fixtures, either mercury vapor (MV), high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

#### RATE PER LUMINARIES

			Lamp (	Charges	Kwhrs.
	SIZE AND D	DESCRIPTION	per	Month	per Month
7,500 Lumens	(MV) (175W)	(Acorn, Round, or Octagonal Style)*	\$	14.66	72
10,000 Lumens	(MV) (250W)	(Acorn, Round, or Octagonal Style)*	\$	15.90	92
15,000 Lumens	(HPS) (150W)	(Acorn, Round, or Octagonal Style)*	\$	15.45	63
7,500 Lumens	(MV) (175W)	(Traditional)	\$	10.53	72
15,000 Lumens	(HPS) (150W)	(Traditional)	\$	11.14	63
7,500 Lumens	(MV) (175W)	(Shepherd)	\$	22.00	72
15,000 Lumens	(HPS) (150W)	(Shepherd)	\$	24.00	63
36,000 Lumens	(MH) (400W)	Hatbox	\$	29.75	157
50,000 Lumens	(HPS) (400W)	Hatbox .	\$	28.42	152
110,000 Lumens	(MH) (1000W)	Hatbox	\$	44.46	355
140,000 Lumens	(HPS) (1000W)	Hatbox	\$	40.28	360
20,000 Lumens	(MV) (400W)	Shoebox Type	\$	18.80	159
45,000 Lumens	(HPS) (400W)	Shoebox Type	\$	20.42	164
40,000 Lumens	(MH) (400W)	Shoebox Type	\$	25.74	167
The following fixtu	res are available	for new installations only to maintain pattern	sensitive a	reas:	
7,500 Lumens	(MV) (175W)	(Modern)	\$	10.53	72
15,000 Lumens	(HPS) (150W)	(Modern)	\$	11.14	63
7,500 Lumens	(MV) (175W)	(Classic)	\$	14.55	72
15,000 Lumens	(HPS) (150W)	(Classic)	\$	15.35	63
		RATE PER POLE			
15' Aluminum Sh	epherd's Crook / [	Direct Buried (Mounted Height)	\$	24.00	
15' Aluminum Sh	epherd's Crook / E	Base Mounted (Mounted Height)	\$	32.00	
12' Smooth/Flute	d Aluminum (Mou	nted Height)	\$	22.75	
14' Smooth/Flute	d Aluminum (Mou	nted Height)	\$	23.40	
17' Standard Fibe	erglass (Mounted I	Height)	\$	9.25	
42' Square Alum	inum/Direct Buried	(35' Mounted Height)	\$	24.25	
42' Round Alumii	num/Direct Buried	(35' Mounted Height)	\$	24.25	
35' Round Alumii	num/Base Mounte	d (Add Base To Determine Mounted Height))	\$	32.25	
35' Square Alum	inum/Base Mounte	ed (Add Base To Determine Mounted Height)	\$	35.25	

#### RESIDENTIAL SUBDIVISION CUSTOMER CHARGE

\*The lights described above may be installed in new or existing residential subdivisions at the ratio of one light for either every four (4) or six (6) metered residences. An administrative charge of \$2.25 will be added to each fixture billed under this provision. Each monthly bill rendered will include an amount for the installed lighting. Such amount will be determined by adding the appropriate charges above for the installed luminaries, pole and administrative charge and dividing such charge by either four (4) or six (6). This provision is applicable only if no other lighting option is available for the residential subdivision. This provision is not available for lighting parking lots, shopping centers, other public or commercial areas nor the streets of an incorporated municipality.

#### REPLACEMENT OF EXISTING SYSTEMS

In the event that the customer desires to replace an existing lighting system owned and operated by the company, the customer shall be required to pay to the Company an amount equal to the provision for early contract termination listed below.

## Appendix B Page 20 of 44

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY

**ELECTRICITY** 

**RATE 18** 

UNDERGROUND STREET LIGHTING

(Page 2 of 2)

#### PROVISION FOR EARLY CONTRACT TERMINATION

In the event that the customer terminates the contract prior to the end of the contract term, the customer shall pay as the termination charge the appropriate charges above excluding fuel for the remainder of the contract term; plus the sum of original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs less any applicable salvage values, the total of which shall in no case be less than zero.

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

Contracts under this rate shall be written for a period of not less than ten (10) years. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. Standard service for post top decorative lamps requiring underground wiring shall include one hundred twenty five feet of service conductor, all necessary trenching and back-filling in normal, unimproved soil. Non-standard equipment or installation in extraordinary conditions such as, but not limited to, landscaped areas, paved areas, or extremely rocky or wet soil will require the customer to pay the difference in cost between such non-standard equipment and/or extraordinary conditions and the standard service installed under normal conditions or pay to the Company its normal monthly facility charge based on such difference in costs.

## GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule. Service hereunder is subject to Rules and Regulations for Electric Service of the Public Service Commission of South Carolina.

**ELECTRICITY** 

**RATE 19** 

## GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available at the Company's discretion, to a maximum of 10 business entities using the Company's standard electric service. Each business entity shall be comprised of at least 2 non-contiguous premises having a total combined contract demand of at least 1,000 KVA. in addition, each premises shall have a minimum contract demand of 50 KVA. A business entity is defined as a single corporation, partnership, or individual owner. This rate is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The individual premises which comprise the business entity should possess similar characteristics and/or load patterns common to the industry in which the entity does business. This schedule is not available to entities which form an association or similar organization solely in an attempt to qualify for service under this rate. The Company reserves the right to make a final determination on what constitutes a business entity as well as the premises making up that entity. This rate is not available for residential customers or resale service.

Service under this rate schedule is dependent on the Company procuring and installing necessary metering equipment and may not be available to premises where multiple delivery points on contiguous properties are not currently combined under contract.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I. The Diversity Charge will be computed utilizing actual data or modeled using available sample data from similar entities. Once actual data is available for a twelve month period, the Diversity Charge will be reviewed and may be adjusted. The Diversity charge will not be less than zero. The Diversity Charge will be computed according to the following formula:

Diversity Charge = AC1 - AC2 12

Where AC1 = Annual Cost Under Current Rate(s)

AC2 = Annual Cost Projected Under Concurrent Rate

II. Basic Facilities Charge:	\$ 155.00	per Premises
III. Demand Charge:		
A. Concurrent On-Peak Billing Demand		
Summer Months of June-September @	\$ 19.15	per KVA
Non-Summer Months of October-May @	\$ 12.72	per KVA
B. Concurrent Off-Peak Billing Demand		
All Off-Peak Billing Demand @	\$ 3.56	per KVA
IV. Energy Charge:		
A. On-Peak Kwhrs.		
Summer Months of June-September @	\$ 0.06757	per Kwhr.
2. Non-Summer Months of October-May @	\$ 0.04453	per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$ 0.03394	per Kwhr.

#### **BILLING DEMAND**

The concurrent billing demand for the entity will be the maximum integrated 15 minute concurrent demand which may be on a rolling time interval for all the premises' metering points during the calendar month.

For the summer months, the concurrent on-peak billing demand shall be the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month.

For the non-summer months, the concurrent on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated concurrent demand occurring during the on-peak hours of the preceding months.

The concurrent off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute concurrent demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand, or (3) 50 KVA per premises minus the on-peak billing demand.

**ELECTRICITY** 

#### **RATE 19**

GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE

(Page 2 of 2)

#### DETERMINATION OF ON-PEAK AND OFF PEAK HOURS

#### A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m., 9:00 p.m., Monday-Friday, excluding holidays.\*

November-April

Thpeak non-summer hours are defined as the hours between 6:00 a.m.-12:00 noon and 5:00p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### ADDITION OR REMOVAL OF A PREMISES

An additional premises may be added subsequent to the initial five (5) year contract without an increase in the diversity charge if the entity extends the existing concurrent contract so that the term extends five (5) years after the addition of the new premises. A premises existing at the time that the entity initially elects to take service under this rate schedule may be added without an extension in the concurrent contract term; however, there will be an increase in the diversity charge as each pre-existing premises is added. If an entity wants to terminate service to a premises under this rate schedule and the same time does not add another premises which includes an extension of the contract term, the Company will determine the appropriate termination charge. Alternatively, if the entity adds an additional premises and prefers not to extend the contract term, the diversity charge will increase accordingly and the entity agrees to reimburse the Company for the total cost of connection to the Company's system if service to the new premises is terminated within five (5) years of the service date.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### **BILLING AND PAYMENT TERMS**

Bills will be calculated on a monthly basis. Each premises will receive an individual information bill and the entity will receive a combined bill summarizing all of the premises. All payments, as well as any credit and collection activities, will be at the entity level. All bills are net and payable when rendered.

#### SALES AND FRANCHISE TAX

For each premises served under this rate, any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body, will be added to the monthly bill.

## METERING

Service under this rate will be provided only after the Company procures and installs at each premises metering which has interval data capabilities to allow for the aggregation of demand for each 15 minute interval in the billing period. Each entity may be required to contribute to the cost of metering installed by the Company to qualify for service under this rate. In addition, the entity must provide a dedicated phone line at each metering point.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service above. No contract shall be written for a period of less than five (5) years. A master contract shall be written to include all premises amended as premises are added or deleted.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

**ELECTRICITY** 

#### RATE 20 MEDIUM GENERAL SERVICE

#### **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

#### **Demand Charge:**

First 75 KVA of Billing Demand	\$ 1,260.50	
Excess over 75 KVA of Billing Demand @	\$ 14.94	per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

#### Plus Energy Charge:

First 75,000	\$ 0.03818	per Kwhr.
Excess over 75,000	\$ 0.03589	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter.

#### GENERAL TERMS AND CONDITIONS

# Appendix B Page 24 of 44

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY

**ELECTRICITY** 

#### **RIDER TO RATES 20 AND 23**

SERVICE FOR COOL THERMAL STORAGE

#### **AVAILABILITY**

This rider is available to customers served under Rate Schedules 20 and 23 for thermal storage during billing months June through September. Service under this rider shall be available at customer's request and with Company Certification of customer's installed thermal storage system. The qualifying thermal storage unit must be capable of removing at least thirty percent (30%) of the customer's actual or expected load during the on-peak hours. The provisions of Rate Schedules 20 and 23 are modified only as shown herein.

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

#### A. On-Peak Hours:

The on-peak hours during June through September are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: Independence Day and Labor Day.

#### **BILLING DEMAND DETERMINATION**

#### Billing Months June Through September

The on-peak billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval) during the hours of 1:00 p.m. to 9:00 p.m., Monday-Friday;
- (2) 90% of the demand registered during these hours for the previous June through September billing period, if service was supplied under this rider. If customer is receiving initial service under this rider, the ratchet during the June through September billing period will be waived.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

#### **Billing Months October Through May**

The billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval).
- (2) 60% of the highest demand occurring during the preceding October through May billing period.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

#### **EXCESS BILLING DEMAND**

#### **Billing Months June Through September**

The excess billing demand shall be the positive difference between the maximum integrated fifteen minute demand measured during off-peak hours minus the on-peak billing demand.

#### **RATES PER MONTH**

Excess Billing Demand Applicable to Rate 20	\$ 3.95	per KVA
Excess Billing Demand Applicable to Rate 23	\$ 3.95	per KW

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

**ELECTRICITY** 

## **RATE 21**

GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 50 KVA and a maximum demand of less than 1,000 KVA. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I. Basic Facilities Charge:	\$ 155.00	_
II. Demand Charge:		
A. On-Peak Biling Demand:		
Summer Months of June-September @	\$ 19.15	per KVA
2. Non-Summer Months of October-May @	\$ 12.72	per KVA
B. Off-Peak Billing Demand		
All Off-Peak Billing Demand @	\$ 3.56	per KVA
III. Energy Charge:		
A. On-Peak Kwhrs.		
1. Summer Months of June-September @	\$ 0.06757	per Kwhr.
2. Non-Summer Months of October-May @	\$ 0.04453	per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$ 0.03394	per Kwhr.

#### BILLING DEMAND

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

## DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

### A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## Appendix B Page 26 of 44

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY

**ELECTRICITY** 

RATE 21

GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 2 of 2)

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

#### RATE 21A

## EXPERIMENTAL PROGRAM - GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available on a voluntary "first come, first serve" basis to the first 250 Rate 20 customer accounts and any Rate 21 customer account that qualify under the provisions of the stipulation approved by the South Carolina Public Service Commission in Docket #2002-223-E order No. 2003-38 dated January 31, 2003. This rate will be closed after the initial participant group is established, except there will be 25 additional customer accounts that will be allowed to participate on a "first come first serve" basis for new facilities constructed by customers in the initial participant group and as provided for in the stipulation as referenced above. The stipulation referenced above shall provide guidance as to any issue regarding availability on this rate. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I. Basic Facilities Charge:	\$ 155.00
II. Demand Charge:	
A. On-Peak Billing Demand:	
1. Summer Months of June-September @	\$ 18.38 per KVA
2. Non-Summer Months of October-May @	\$ 11.41 per KVA
B. Off-Peak Billing Demand	
1. All Off-Peak Billing Demand @	\$ 3.56 per KVA
III. Energy Charge:	
A. On-Peak Kwhrs.	
1. Summer Months of June-September @	\$ 0.06357 per Kwhr.
2. Non-Summer Months of October-May @	\$ 0.04189 per Kwhr.
B. Off-Peak Kwhrs.	
1. All Off-Peak Kwhrs. @	\$ 0.03193 per Kwhr.

## BILLING DEMAND

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

## DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

## A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m., 9:00 p.m., Monday-Friday, excluding holidays.\*

## B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*
November-April:

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Appendix B Page 28 of 44

ELECTRICITY

RATE 21A

EXPERIMENTAL PROGRAM - GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 2 of 2)

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. The contract for this experimental program shall be written for a period of 48 months as provided for in the stipulation approved by the South Carolina Public service Commission in docket No. 2002-223-E, order No. 2003-38 dated July 31, 2003. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

**ELECTRICITY** 

## RATE 22 (S) SCHOOL SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to schools. It is not available for resale service. It is only available to recognized non-boarding schools with up through grade twelve.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

Basic Facilities Charge:	va/11		 \$	10.80	
Plus Energy Charge:					
First	50,000	Kwhrs.@	\$	0.08530	per Kwhr.
Excess over	50,000	Kwhrs.@	 \$	0.09895	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a school offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

## **TERM OF CONTRACT**

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# Appendix B Page 30 of 44

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY

**ELECTRICITY** 

#### RATE 23

## INDUSTRIAL POWER SERVICE

#### **AVAILABILITY**

This rate is available to any customer classified in the major industrial group of manufacturing with 10-14 or 20-39 as the first two digits of the Standard Industrial Classification or 21 or 31-33 as the first two digits of the six digit North American Industry Classification System using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

#### **Demand Charge:**

First 1,000 KW of Billing Demand	\$ 13,600.00	_
Excess over 1,000 KW of Billing Demand @	\$ 12.20	per KW

The billing demand (to the nearest whole KW) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months of June through September in the eleven preceding months; or (3) sixty (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 1,000 KW.

The customer shall maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company will adjust the billing demand to a basis of 85% power factor.

#### Plus Energy Charge:

All Kwhrs. @	\$ 0.03486	per Kwhr.

#### DISCOUNT

A discount of \$0.60 per KW of billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

#### **RIDER TO RATES 23 AND 24**

INTERRUPTIBLE SERVICE

(Page 1 of 2)

#### **AVAILABILITY**

This schedule is available to any customer receiving concurrent service from the Company on Rate Schedules 23 or 24. The rider is limited to those customers that can contract for 1,000 KW of interruptive demand or greater during the months of June through September. The following provisions apply in addition to those stated in customer's firm rate schedule and current contract. Total contracted interruptible load for all customers on all of the Company's Interruptible Service Riders cannot exceed 150,000 KW. It is not available for resale service.

#### **DEFINITIONS**

The Firm Demand Level (FDL) shall be the KW of demand specified in Interruptible Service Contract to which Firm Demand Level:

customer shall reduce his requirement at the time specified by the Company

Interruptible Demands (ID) shall be the positive difference between the KW of demand determined from the Interruptible Demand:

Company's metering facilities during each on-peak 15-minute interval in the current billing month less the Firm

Demand Level (FDL). On-peak periods shall coincide with the exposure hours listed below.

The Exposure Period is that period of time within the month during which the Company may curtail all of the **Exposure Period:** 

customer's load in excess of Firm Demand Level (FDL). The Exposure Period shall be as follows:

	Billing Month	Exposure Hours	Available Days	Exclusions
١	November - April	6:00 a.m 12:00 p.m.	Monday - Friday	excluding holidays *
	May - October	1:00 p.m 9:00 p.m.	Monday - Friday	excluding holidays *

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and

In case of a system emergency, firm service will have priority over interruptible service even if maximum

curtailable hours have been exhausted.

**Curtailment Period:** The Curtailment Period is the period which the customer shall reduce KW demand to the Firm Demand Level

(FDL). It shall begin and end at the times specified by the Company at the time of Curtailment Notification. In some cases, the Curtailment Period may be shortened by the Company due to system load or generation changes. In any case, the number of curtailed hours credited toward the annual maximum shall be the number

of Curtailment Period hours initially requested by the Company at the time of Curtailment Notification.

**Curtailment Notification:** The Company will notify the customer of curtailments with as much advance notice as possible. Notification is

currently made by telephone. The customer must provide the Company with telephone numbers that are staffed 24 hours per day. Minimum Curtailment Notification is four (4) hours to an interruption, except during a system

emergency when ten (10) minutes notice will be given, if possible.

The Penalty Demand is maximum 15 minutes integrated demand in excess of Firm Demand Level (FDL) **Penalty Demand:** 

recorded by the customer during a Curtailment Period.

## MONTHLY RATE

The rate per month shall be that stated on the Industrial Power Service Rate 23 or Large General Service Time-Of-Use Rate 24 schedules for the billing demand and the kilowatt-hours during the current billing month. The interruptible demand shall be reduced by the Demand Credit per KW stated for the option selected below:

Option	Maximum Annual Curtailment Hours	Interruptible Demand Credit-per KW
А	150	\$2.75
С	300	\$4.50

#### PENALTY AND PENALTY CHARGE COMPUTATION

The Company reserves the right to discontinue service to a customer if the customer fails to interrupt as requested. Failure to interrupt as requested will result in the following penalties in addition to the charges set forth in this rider:

- \* If the customer fails to interrupt when requested, all KW above Firm Demand Level (FDL) will be billed at the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt a second time within the same billing month, the rate per KW will be two (2) times the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt three (3) times during any twelve month period, the rider may be canceled and the customer billed all Interruptible Credits received for the preceding (12) months.
- \* After cancellation of the rider, the customer may not reapply for Interruptible Service for three (3) years.

## Appendix B Page 32 of 44

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

## RIDER TO RATES 23 AND 24

INTERRUPTIBLE SERVICE

(Page 2 of 2)

#### INTERRUPTION OF SERVICE

The customer agrees that curtailment under this Interruptible Rider shall be at the Company's sole discretion. The Company reserves the right to test customer's ability to reduce load to Firm Demand Level (FDL) providing the Company has not requested a Curtailment during the previous twelve months. The customer agrees to prepare a formal, written Curtailment Plan prior to taking service under this schedule. Company shall provide customer with an outline of information required within this Plan. Customer shall file a copy of the current plan with the Company.

#### **SPECIAL PROVISIONS**

The Company shall furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference between non-standard and standard service or pays to the Company its normal monthly facility charge based on such difference in costs. The Company will require the customer to install, at customer's expense, a dedicated telephone line or other electronic means to receive notification from the Company. Company reserves the right to electronically record verbal conversations of the Notification of Curtailment.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service.	The customer must have a continuous five year contract with a three year notice of
termination.	·

Effective for Service Rendered on And After January 6, 2005

**ELECTRICITY** 

RATE 24

LARGE GENERAL SERVICE TIME-OF-USE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I.	Basic Facilities Charge:	\$ 1,400.00	_
II.	Demand Charge:		
A.	On-Peak Billing Demand  1. Summer Months of June-September @	\$ 14.97	per KW
	2. Non-Summer Months of October-May @	\$ 10.48	per KW
В.	Off-Peak Billing Demand  1. All Off-Peak Billing Demand @	\$ 4.49	per KW
III.	Energy Charge:		
A.	On-Peak Kwhrs.		
	1. Summer Months of June-September @	\$ 0.06154	per Kwhr.
	2. Non-Summer Months of October-May @	\$ 0.04134	per Kwhr.
В.	Off-Peak Kwhrs.  1. All Off-Peak Kwhrs. @	\$ 0.03156	per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KW. If the power factor of the customer's current month maximum integrated fifteen minute KW demand for the on-peak and off-peak time periods are less than 85%, then the Company will adjust same to 85%. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, or (2) the contract demand minus the on-peak billing demand, or (3) 1,000 KW minus the on-peak billing demand.

#### DISCOUNT

A discount of \$0.60 per KW of on-peak and off-peak billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

#### **DETERMINATION OF ON-PEAK HOURS**

## A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m., 9:00 p.m., Monday-Friday, excluding holidays.\*

## B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\* November-April:

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## Appendix B Page 34 of 44

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**ELECTRICITY** 

RATE 24

LARGE GENERAL SERVICE TIME-OF-USE

(Page 2 of 2)

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

**ELECTRICITY** 

#### RATE 25

OVERHEAD FLOODLIGHTING

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for Overhead Floodlighting.

#### RATE

All night floodlighting service where fixtures are mounted on Company's standard wooden poles which are part of Company's distribution system will be charged for at the following rates:

		Lamp Charges	Kwhrs.
	SIZE AND DESCRIPTION	per Month	per Month
20,000	Lumens (Mercury) (400W)	\$ 19.13	159
40,000	Lumens (Metal Halide) (400W)	\$ 25.81	167
45,000	Lumens (HPS) (400W)	\$ 20.20	144
50,000	Lumens (HPS) (400W)	\$ 18.67	144
55,000	Lumens (Mercury) (1,000W)	\$ 30.60	379
110,000	Lumens (Metal Halide) (1,000W)	\$ 44.04	385
140,000	Lumens (HPS) (1,000W) Flood	\$ 36.53	394

#### The following fixtures are available for new installations only to maintain pattern sensitive areas:

45,000	Lumens	(HPS) (360W) - Retrofit	\$ 20.37	164
130 000	Lumens	(HPS) (940W) - Retrofit	\$ 36.31	370

#### Cost per month for each additional pole:

25'	30'	35'	40'	45'
(Fiberglass)				
\$9.60	\$4.25	\$4.75	\$6.25	\$7.25

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

#### RATE 26

OVERHEAD PRIVATE STREET LIGHTING

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting

(Fiberglass) \$9.60

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

						Lamp	Charges	Kwhrs.
		SIZE AND DESCRIPTIO	N			•	Month	per Month
7,500	Lumens	(Mercury) (175W) Closed Typ	ре			\$	10.90	72
15,000	Lumens	(HPS) (150W) Open Type				\$	9.60	63
15,000	Lumens	(HPS) (150W) Closed Type				\$	11.00	63
20,000	Lumens	(Mercury) (400W) Closed Typ	ре			\$	16.50	159
50,000	Lumens	(HPS) (400W) Closed Type				\$	17.80	164
The following	fixtures are	e available for new installation	ns only to mainta	in pattern sensiti	ve areas:			
7,500	Lumens	(Mercury) (175W) Open Type	e (not available aft	er January, 2008)		\$	8.65	72
9,500	Lumens	(HPS) (100W) Open Type				\$	9.60	45
9,500	Lumens	(HPS) (100W) Closed Type				\$	9.75	45
10,000	Lumens	(Mercury) (250W) Open Type	•			\$	13.35	92
15,000	Lumens	(HPS) (150W) Open Type - F	Retrofit			\$	9.60	63
27,500	Lumens	(HPS) (250W) Closed Type				\$	15.80	106
45,000	Lumens	(HPS) (360W) Closed Type -	Retrofit			\$	17.63	144
		C	ost per month fo	or each additional	pole:			
		25'	30'	35'	40'		45'	

#### MINIMUM CHARGE

\$4.75

\$6.25

\$7.25

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

\$4.25

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

#### SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

RATE 28

## SMALL GENERAL SERVICE TIME-OF-USE DEMAND

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for power and light requirements and having an on-peak demand of less than 500KW. The second billing month within a twelve billing month period that on-peak demand exceeds 500 KW will terminate eligibility under this rate schedule. It is not available for resale service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### RATE PER MONTH

I. Basic Facilities Charge:	\$	20.15	
II. Demand Charge:			
A. On-Peak Billing Demand:			
1. Summer months of June-September (	@ \$	16.37	per KW
2. Non-Summer months of October-May	@ \$	10.23	per KW
B. Off-Peak Billing Demand			
1. All Off-Peak Billing Demand @	\$	1.64	per KW
III. Energy Charge:			
A. On-Peak Kwhrs.			
1. All On-Peak Kwhrs. @	\$	0.05288	per Kwhr.
B. Off-Peak Kwhrs.			
2. All Off-Peak Kwhrs. @	\$	0.04068	per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KW. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand or (2) the contract demand minus the on-peak billing demand.

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-10:00 a.m. and 6:00 p.m.-10:00 p.m. Monday-Friday, excluding holidays.\*

#### B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.02630 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### POWER FACTOR

If the power factor of the customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

SMALL GENERAL SERVICE TIME-OF-USE DEMAND

(Page 2 of 2)

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

RATE 28

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and to obtain any other data necessary to determine the customer's load characteristics.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. Contracts for installations of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

(Page 1 of 2)

#### RESIDENTIAL SUBDIVISION STREET LIGHTING

#### **AVAILABILITY**

Available to residential subdivisions located on the Company's distribution system. Residents of established subdivisions must first execute a street lighting agreement with the Company. This rate schedule is not available for lighting parking lots, shopping centers, other public or commercial areas or the streets of an incorporated municipality nor if other lighting options are available for new residential subdivisions.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Bracket Mounted Luminaries									
Lamp Charges Open Type Globe - 1 light per 8 customers or fraction thereof per Month									
Open Type G	lobe - Tilg	nt per 8 customers or fraction thereof	per	wonth					
7,500	Lumens	(Mercury) (175W) Open Type (not available after January, 2008)	\$	1.89	per customer				
7,500	Lumens	(Mercury) (175W) Closed Type	\$	2.18	per customer				
15,000	Lumens	(HPS) (150W) Open Type	\$	2.01	per customer				
15,000	Lumens	(HPS) (150W) - Retrofit	\$	2.01	per customer				

The following mercury vapor fixtures are available for new installations only to maintain pattern sensitive areas:

Open Type G	lobe - 1 lig	ht per 4 customers or fraction thereof								
7,500	Lumens	(Mercury) (175W) Open Type (not available after January, 2008)	\$	3.79	per customer					
7,500	Lumens	(Mercury) (175W) Closed Type	\$	4.35	per customer					
Open Type G	Open Type Globe - 1 light per 3 customers or fraction thereof									
7,500	Lumens	(Mercury) (175W) Open Type (not available after January, 2008)	\$	5.05	per customer					
7,500	Lumens	(Mercury) (175W) Closed Type	\$	5.80	per customer					
Open Type G	lobe - 1 lig	ht per 2 customers or fraction thereof								
7,500	Lumens	(Mercury) (175W) Open Type (not available after January, 2008)	\$	7.58	per customer					
7,500	Lumens	(Mercury) (175W) Closed Type	\$	8.70	per customer					

All night street lighting service in subdivisions being served from Company's underground distribution system:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Post-Top Mounted Luminaries  1 light per 6 customers or fraction thereof	Traditional Lamp Charges per Month		Modern Lamp Charges per Month		Classic Lamp Charges per Month	
7,500 Lumens (Mercury) (175W)	\$	3.67	\$	3.67	\$	4.34
15,000 Lumens (HPS) (150W) - Retrofi	it \$	3.77	\$	3.77	\$	4.48
1 light per 4 customers or fraction thereof						
7,500 Lumens (Mercury) (175W)	\$	5.51	\$	5.51	\$	6.51
15,000 Lumens (HPS) (150W) - Retrofi	it \$	5.66	\$	5.66	\$	6.71

The following fixture is available for new installations only to maintain pattern sensitive areas:

1 light per 6 customers of	or fraction thereof		
9,500 Lumens	(HPS) (100W) - Traditional	\$ 3.77	per customer

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.02630 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

(Page 2 of 2)

#### RESIDENTIAL SUBDIVISION STREET LIGHTING

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

#### **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

## Rider to Residential Subdivision Street Lighting

## **AVAILABILITY**

This rider is available to and applicable to all residential accounts in the former town of James Island in Charleston County.

#### RATE

All residential accounts will have the following charge added to regular current monthly electric bills;

	Lighting Charge per month	
Areas served by underground distribution Areas served by overhead distribution	\$ 2.58 \$ 0.96	

#### ANNUAL ADJUSTMENT

The lighting charge per month may be adjusted annually to reflect current lights installed, current customers, and the cumulative over/under collection of lighting costs.

Effective August 6, 1998

Page 1 of 2

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

## **ELECTRIC CONTRACTED RATES**

Name of Customer Rate

State Line Accounts\* 23

U. S. Department of Energy Savannah River Operations

Base Contract <u>Demand Charge:</u>

 Basic Facility Charge
 \$ 1,400.00

 First 20,000 Kw
 \$ 10.37
 per KW

 Excess over 20,000 Kw
 \$ 12.20
 per KW

**Energy Charge:** 

All KWhr. @ \$ 0.03486 per KWhr.

INTERNATIONAL PAPER Eastover Mills

**Economy Power Rate**Administrative Charges: \$ 1,400.00 per month

On-Peak Energy Charge:

Fuel cost of highest cost generation unit or purchased power (other than

cogeneration) plus \$ 0.01068 per KWhr.

Off-Peak Energy Charge:

Fuel cost of highest cost generation unit or purchased power (other than

cogeneration) plus \$ 0.00588 per KWhr.

Excess Demand Charge: \$ 17.50 per KW

Standby Power Rate <u>Demand Charge:</u>

On-peak June-September\$ 0.32449per KW/DayOn-peak October-May\$ 0.17688per KW/DayOff-peak\$ 0.12789per KW/Day

**Energy Charge:** 

Same as that for Economy Power above

Excess Demand Charge: \$ 17.50 per KW

Page 2 of 2

## **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

## **ELECTRIC CONTRACTED RATES**

## **INTERNATIONAL PAPER - continued**

Maintenance Power Rate	Demand Charge:		0.38137 per KW/Day
	Energy Charge:	\$	0.03486 per Kwhr.
	Company Provided KVAR	\$	0.14773 per KVAR

## **Montenay Charleston Recovery Inc**

Standby Power Rate	Facility Charge:	\$ 1,400.00	per Month
	Demand Charge:		
	First 1325 hours of standby service	\$ 5.49	per KW
	Excess over 1325 hours of standby service	\$ 12.20	per KW
	Energy Charge:		
	On-peak	\$ 0.04186	per Kwhr.
	Off-peak	\$ 0.03486	per Kwhr
Maintenance Power Rate	Demand Charge:	\$ 0.27676	per KW/Day
	Energy Charge:	\$ 0.03486	per Kwhr.

Contracted lighting, signal and roadway lighting, etc.

**Negotiated Contracts** 

Note:

- (1) Fuel costs of \$.02630 per KWhr are included in the Energy Charge and subject to adjustment by order of the Public Service Commission of South Carolina.
- (2) The Energy Charges above include a storm damage component of \$.00008 per KWhr for accumulation of a storm damage reserve except contracted lighting, including signal and roadway lighting, which is \$.00152 per KWhr.

<sup>\*</sup> After contractual (1925 and 1955) adjustments

**ELECTRICITY** 

### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

#### ADJUSTMENT FOR FUEL COSTS

#### **APPLICABILITY**

This adjustment is applicable to and is part of the Utility's South Carolina retail electric rate schedules.

The Public Service Commission has determined that the costs of fuel in an amount to the nearest one-thousandth of a cent, as determined by the following formula, will be included in the base rates to the extent determined reasonable and proper by the Commission.

$$F = \underbrace{E}_{S} + \underbrace{G}_{S1}$$

#### Where:

F = Fuel cost per kilowatt-hour included in base rate, rounded to the nearest one-thousandth of a cent.

E = Total projected system fuel costs:

(A) Fuel consumed in the Utility's own plants and the Utility's share of fuel consumed in jointly owned or leased plants. The cost of fossil fuel shall include no items other than those listed in Account 151 of the Commission's Uniform System of Accounts for Public Utilities and Licensees plus SO2 emission allowances. The cost of nuclear fuel shall be that as shown in Account 518 excluding rental payments on leased nuclear fuel and except that, if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.

#### **PLUS**

(B) Purchased power fuel costs and applicable SO2 emission allowances such as those incurred in unit power and Limited Term power purchases where the fossil fuel costs and applicable SO2 emission allowances associated with energy purchased are identifiable and are identified in the billing statement.

#### **PLUS**

(C) Interchange power fuel costs and applicable SO2 emission allowances such as Short Term, Economy and other where the energy is purchased on an economic dispatch basis. Energy receipts that do not involve money payments such as diversity energy and payback of storage energy are not defined as purchased or interchange power relative to this fuel calculation.

#### MINUS

(D) The cost of fossil fuel and applicable SO2 emission allowances recovered through intersystem sales including the fuel costs and applicable SO2 emission allowances related to economy energy sales and other energy sold on an economic dispatch basis.

Energy deliveries that do not involve billing transactions such as diversity energy and payback of storage energy are not defined as sales relative to this fuel calculation.

- S = Projected system kilowatt-hour sales excluding any intersystem sales.
- **G** = Cumulative difference between jurisdictional fuel revenues billed and fuel expenses at the end of the month preceding the projected period utilized in E and S.
- S1 = Projected jurisdictional kilowatt-hour sales, for the period covered by the fuel costs included in E.

The appropriate revenue related tax factor is to be included in these calculations.

The fuel cost as determined by the Public Service Commission of South Carolina Order No. 2007-257 for the period May 2007 through April 2008 is 2.630 Cents per Kilowatt hour.